



MOTOROLA

City of Alvin Police Dept.

MCC5500 Dispatch Console

Date: April 25th, 2011

Data Restrictions

This proposal is considered Motorola confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by the City of Alvin required to evaluate this proposal without the express permission of Motorola.

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Motorola, Inc.
1301 Algonquin Road, Schaumburg, IL 60196

April 25, 2011

Terry Lucas
City Manager
City of Alvin, Texas
216 West Sealy
Alvin, Texas 77511

RE: Project/Proposal Number

Dear Mr. Lucas:

Motorola Inc. is pleased to have the opportunity to provide the City of Alvin with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for the Dispatch Center and provides:

- MCC5500 Dispatch Console with Two Operator Positions

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of 28 days from the date of this cover letter. The City of Alvin may accept the proposal by delivering to Motorola the CSA signed by Terry Lucas. Alternatively, Motorola would be pleased to address any concerns City of Alvin may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Steve Smithers, at (281) 299-4035 .

We thank you for the opportunity to furnish City of Alvin with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

MOTOROLA, INC.

Edward Fuerst
MSSI Vice President & Director of Sales
Government & Commercial Markets - Americas



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Section 1. Statement of Work

Motorola is proposing to City of Alvin the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Police Department Dispatch Center	MCC5500 Dispatch Console with Two Operator Positions

The document delineates the general responsibilities between Motorola and the City of Alvin as agreed to by contract.

1.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- ◆ Perform the installation of the Motorola supplied equipment described above.
- ◆ Schedule the implementation in agreement with City of Alvin.
- ◆ Coordinate the activities of all Motorola subcontractors under this contract.
- ◆ Administer safe work procedures for installation.
- ◆ Provide City of Alvin with the appropriate system interconnect specifications.

1.2 City of Alvin Responsibilities

City of Alvin will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The City of Alvin's general responsibilities include the following:

- ◆ Provide all buildings, equipment shelters, and towers required for system installation
- ◆ Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- ◆ Obtain all licensing, site access, or permitting required for project implementation.

- ◆ Obtain frequencies for project as required.
- ◆ City of Alvin will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- ◆ Coordinate the activities of all City of Alvin's vendors or other contractors.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- ◆ All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- ◆ All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- ◆ Any site/location upgrades or modifications are the responsibility of the City of Alvin.
- ◆ Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Alvin.





Section 2. System Description

Motorola is proposing a solution for the City of Alvin (“City of Alvin”) that consists of MCC 5500 dispatch consoles. A description of the console features and benefits, hardware components, software components, system architecture, expansion capabilities, and reliability are provided below.

2.1 Project Overview

This proposal offers City of Alvin with a Motorola MCC5500 System. The proposed system provides two operator positions, Alias Database Server and CSDM Server.

Motorola has taken great care to propose an offering that will provide City of Alvin with a radio solution that meets their needs.

2.2 MCC5500 Dispatch Console

Motorola’s MCC 5500 Dispatch Console is a full-featured conventional radio dispatch console designed to handle dispatch requirements for small to medium-sized communication centers. It is a PC-based console that seamlessly integrates radio, paging and telephony allowing dispatch operators to manage and communicate more effectively with field personnel over numerous channels in a wide area system.

The MCC 5500 is a digital, modular radio dispatch console with an easy-to-use graphical user interface (GUI) running under Windows XP or Vista. Each console system is designed to interface to up to 128 resources (radio channels and telephone lines) and support up to 36 dispatch operator positions. The maximum number of telephone lines supported is 72 (2 per operator position).

The MCC 5500 Dispatch Console allows users to:

- ◆ Control conventional, digital, mobile and iDEN radio channels
- ◆ Receive and make calls on regular telephone lines
- ◆ Use the Call Director to route telephone calls to a headset
- ◆ Send pages, either through an internal paging encoder or optional external encoder
- ◆ Operate a voter/comparator system by receiving comparator audio and by providing status and control to each receiver

- ◆ Decode and dispatch Push-to-Talk (PTT) identification(s) with STAT-ALERT™, ASTRO™, GE-STAR™, DTMF and iDEN signaling systems.

The MCC 5500 Dispatch Console supports the following Conventional radio systems:

- ◆ Analog Conventional: Stat-Alert (MDC-1200), Securenet™ (coded/clear only), GE-STAR
- ◆ Conventional ASTRO® (Project 25 compliant)

In addition, the MCC 5500 Dispatch Console supports a variety of trunked radio systems as a wireless console using mobile radios as control stations. In most cases, MCC 5500 dispatch operators can access the full set of features supported on the mobile radio unit but with the mobile radio located where needed for proper RF coverage.

The following is a list of wireless console interfaces that MCC 5500 currently supports:

- ◆ SMARTNET
- ◆ SmartZone
- ◆ SmartZone OmniLink
- ◆ ASTRO 25 Trunking (Project 25 compliant)
- ◆ Dimetra
- ◆ PassPort/LTR® Trunking
- ◆ iDEN

Functionality as a wireless console is dependant upon the method of interface and radio. Main choices of a wireless console interface are:

- ◆ TRC – provides limited functionality within the system
- ◆ Serial Link (ASTRO radios only, W7 model) – provides PTT ID, Emergency Call
- ◆ SB9600 – provides full control of the radio
- ◆ iDEN

2.3 Technical Overview

2.3.1 System Architecture

The Motorola MCC 5500 Dispatch Console system is a digital, modular radio dispatch console with an easy-to-use graphical user interface running under Windows XP or Vista. Each console system is designed to interface with up to 128 radio channels and support up to 36 Dispatcher positions. The maximum number of telephone lines supported is 72 (2 per shelf).

An MCC 5500 Dispatch Console system uses distributed ring architecture for the central switch to form an intelligent self-contained, fault tolerant communications system. Each console has independent processing capabilities and interfaces directly



to selected system resources. The Console Electronics Shelves (CES) for all console positions are linked together to allow sharing of resources. The total number of shared resources cannot exceed 164. A shared resource is any resource that is accessed by an operator other than the one connected to the shelf the resource is located in. Operators by default count as a shared resource.

The configuration of the system is such that the removal or the failure of any console, or any component within any console, does not inhibit the operation of any other consoles linked, nor will it affect the access to the system resource terminating directly on the other consoles.

A duplicated T3 data link connects all consoles together in ring architecture. A common channel signaling protocol is used for communications on the T3 link. The consoles are capable of interfacing to the link with no signal conversion required.

The function of the MCC 5500 Dispatch Console is to provide centralized communications to multiple base stations, repeaters and other audio equipment, with the ability to integrate two-way radio communication with other dispatch requirements. These requirements may include handling 911 calls, paging, logging and control of external functions via I/O circuits. The multi-tasking MCC 5500 Dispatch Console seamlessly integrates radio, telephone, paging and other communication resources for convenient dispatch personnel use.

Every MCC 5500 Dispatch Console system ships with Console System Database Manager (CSDM) software, which allows for programming, maintenance and configuration. In addition to this, the CSDM provides the capability to collect statistical data on system activity and generate reports for analysis.

The CSDM position (workstation) is connected to one of the CES shelves designated the Master Shelf, via an RS232 link. There can only be one CSDM connected to an MCC 5500 Dispatch Console. The CSDM position can be operated locally or remotely and is used to configure the MCC 5500 Dispatch Console system. Remote access is available through the CSDM using pcAnywhere™, allowing service and support from any location.

The CES consists of a console processor (COP) module to manage communications and digital audio processor (DAP) modules to interface external analog circuits. The DAP modules facilitate communications between operators, radio channels, telephone lines, voice recorders and any other external device connected to the console. Each console electronic shelf is equipped with an individual power supply interfacing the local 115 or 220 VAC power source at either 50 or 60 Hz. Figure 2-1 shows a high-level system block diagram for an MCC 5500 system, including the optional Alias Database Manager (ADM) server.



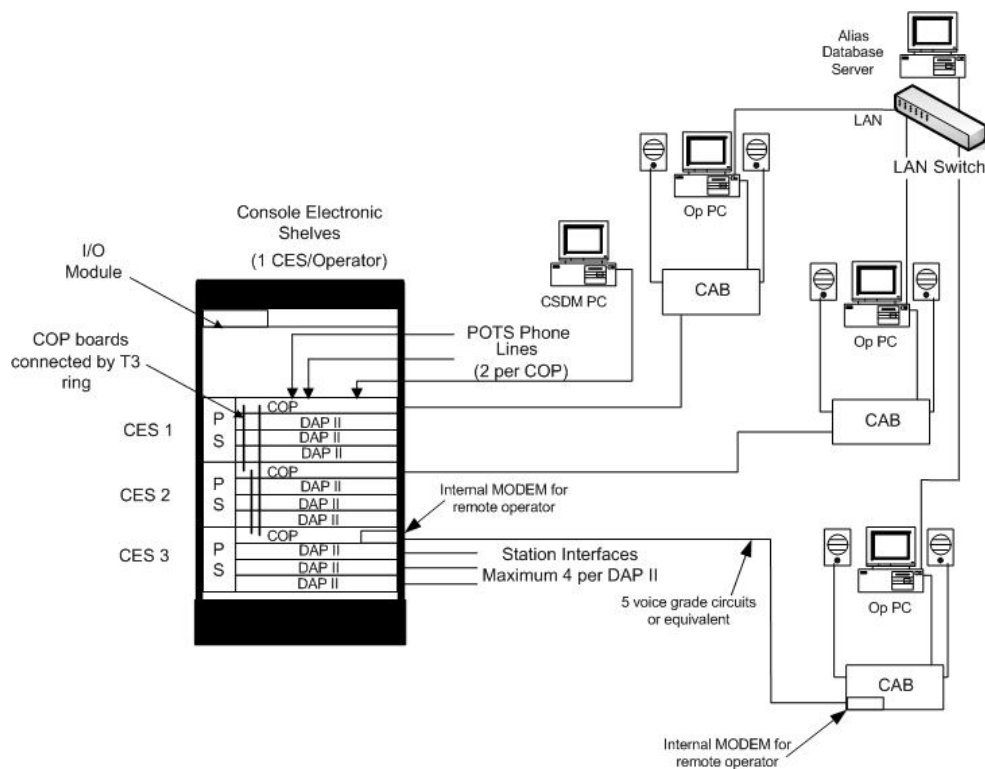


Figure 2-1: MCC 5500 Console System Architecture Diagram

Motorola's MCC 5500 Dispatch Console consists of several major components; MCC 5500 dispatch console operator position, dispatch application software, Console Audio Box (CAB), Console Electronics Shelf (CES), Console System Database Manager (CSDM) and Alias Database Manager (ADM) server (optional).

- ◆ **MCC 5500 Dispatch Console Operator Position** – The MCC 5500 dispatch operator position is the interface between the dispatcher and the console system. Each operator position consists of a PC, dispatch application software, Console Audio Box (CAB) and operator accessories. The operation is controlled via mouse and/or touch screen monitor. It provides a means a dispatcher to communicate with field units and telephone callers. It also allows dispatchers to control and monitor multiple channels of radio activity, patch various channels together and send pages. Each operator position is connected to a CAB and Console Electronic Shelf.
- ◆ **Dispatch Application Software** – The MCC 5500 dispatch console features an intuitive, easy-to-use Graphical User Interface that runs under the Microsoft XP or Vista operating system utilizing the industry-standard PC platform. The GUI is extremely flexible and can be tailored to both operational and dispatcher needs making dispatching simple and intuitive. The layout and colors of the GUI can be tailored to any given operation and can be configured on a per-operator basis.



- ◆ **Console Audio Box (CAB)** – The CAB provides the interface between the MCC 5500 dispatcher PC and CES. It is the connection point for the operator accessories. There is one CAB for each console position.
- ◆ **Console Electronics Shelf (CES)** – The CES consists of a console processor (COP) module to manage communications and digital audio processor modules to interface external analog circuits. The modules facilitate communications between console operators, radio channels, voice recorders and any other external devices connected to the console.
- ◆ **Console System Database Manager (CSDM)** – The CSDM is a powerful configuration and maintenance tool for the MCC 5500 Dispatch Console and is a requirement for every City of Alvin site. The CSDM is used to configure an MCC 5500 Dispatch Console System to access the configuration database, to upgrade software, to monitor the system and to troubleshoot console problems. It also provides extensive online help. The CSDM program is located on a PC (preferably a dedicated PC) that runs Windows XP or Vista operating systems. The CSDM terminal is usually located in the backroom.
- ◆ **Alias Database Manager (ADM) Server (optional)** – The ADM is a program for managing centralized server-based access to Caller ID aliases. The ADM provides simple aliasing of radio unit IDs, status members and message numbers. This is an optional component and not included in all architectures. The ADM program is located on a separate PC Server that runs on Windows 2003 operating system.

Note: A network is required to operate ADM using standard networking techniques.

2.3.2 MCC5500 System Capacities

Each MCC 5500 Dispatch Console position is designed to interface up to 128 channels, with each channel using 1 PCM timeslot on the T3 network. Additionally, up to 72 telephone lines can be configured for a total of 168 shared resources. Shared resources are defined as radio channels, telephone lines, mic audio (operator positions) and enhanced call director and can be combined in any way that does not exceed 168.

The MCC 5500 dispatch console system supports 168 audio slot / shared resources. The 164 is a result of adding 26 positions and 128 channels; the maximum capacity of both categories and leave us with 4 slots for telephone or Enhanced Call.

A maximum of 36 operator positions can be connected together in a system with each console connected through 1 PCM timeslot on the T3 network. Each operator position can support two CO lines for a maximum of 72 CO lines. Each CO line uses one PCM timeslot on the T3 network when they are configured as sharable. One Call Director can be assigned to each operator position for a maximum of 36 Call Directors in the system. Each Call Director uses one PCM timeslot on the T3 network when configured as enhanced; that is when the Call Director is connected to a telephone line or radio audio channel. All of these audio resources share the 168



available audio timeslots. For example, if a database is made with a maximum of 128 shareable radio channels and 25 operator positions, it is possible to configure up to 15 sharable CO lines or Enhanced Call Directors.

The MCC 5500 system capacities are summarized in Table 2-1.

Table 2-1: System Capacity Limitations

Type	Capacity
Operator Positions	Up to 36 operator position per system
Channel Capacity	Up to 128 radio channels (sharable)
Telephone Lines	Up to 2 CO lines per dispatch console position Up to 72 CO lines per system
Audio Timeslots	Up to 168 audio slots/shared resources
Multi-Select Groups	Up to 10 Multi-Select groups per dispatch console (with up to 16 radio channel resources per MSel)
Patch Groups	Up to 10 Patch groups per dispatch console (with up to 16 radio channel resources per Patch)
Paging Buttons	Up to 512 Paging buttons (with up to 50 single pages in a group)
General I/O Functions	Up to 512 general I/O functions per dispatch console position Up to 2048 general I/O functions per system
Speed Dial Buttons	Up to 10,000 Speed Dial buttons per system (unlimited speed dial entries)
RF Cross-Mutes	Up to 10,000 (Note: acoustic – every operator can be cross-muted with all other operators)
RF Cross-Busies	Up to 10,000
User Log-On IDs	Up to 1,200 user log-on IDs

Shared Resources are defined as:

- ◆ Radio channels (shared)
- ◆ Telephone lines (shared)
- ◆ Mic Audio (i.e. Dispatch position)
- ◆ Enhanced Call Director

Calculation of Resource:

- ◆ Telephone Line, Mic audio, T1R1, Enhanced Call Director = 1
- ◆ T22R = 2
- ◆ T44R = 4

2.3.3 Communication within the MCC5500 System

T3-based data links are used to connect the CES shelves together, these links carry both audio and data. The T3 loop provides built-in redundancy; it is possible to break



a link between two shelves without causing a failure. This T3 link provides a total of 164 audio slots that can be used for communications.

2.3.4 Communications with Radio Channels

The CES consists of a console processor (COP) module to manage communications and digital audio processor (DAP) modules to interface external analog circuits. The modules facilitate communications between console operators, radio channels, telephone lines, voice recorders and any other external device connected to the console. The CES interfaces directly with the radio channels via the DAP ports; each DAP has four ports for channel interfaces. Internally, digital audio switching routes the audio through the system. An MCC 5500 Dispatch Console dispatcher is able to communicate with any conventional base station, regardless of which shelf in the system the station is connected to. If required, radio channels can be defined as private and only the Dispatcher connected to the shelf in which the interface is located will have access to the channel.

2.3.4.1 Signaling Interfaces

The Motorola MCC 5500 Dispatch Console supports both analog and ASTRO (digital) station interfaces with MDC (Stat-Alert) signaling capability on both. No additional hardware is required for conventional ASTRO 25 and MDC signaling. For channels operating both MDC and conventional ASTRO 25 signaling only one Radio Channel Control is required. The channel ports can be configured in a variety of ways, depending upon the requirement. Each channel port includes a balanced 600 Ohms output for an analog-logging recorder for transmit and receive audio. Outbound keying tones are not sent to the recorder port.

Keying capabilities are:

- ◆ Tone Remote Control (TRC)
- ◆ DC Control
- ◆ Relay Keying
- ◆ Data Keying (ASTRO channels only)
- ◆ SB9600 Interface
- ◆ iDEN Interface

Selection of the keying preference is on a per channel basis.

2.3.5 Supported Configurations

Motorola's MCC 5500 Dispatch Console supports the following types of configurations:

- ◆ Analog Radio Channels (Base Stations and Repeaters)
- ◆ Control Station Equipment with Tone Remote Adapter
- ◆ Digital Interface Unit



- ◆ GE-STAR Decoder
- ◆ Mobile Radios
- ◆ Telephone Lines
- ◆ Relays and Opto-couplers
- ◆ Modem Connections for Leased Lines
- ◆ Wireless iDEN (RALP) interface

2.3.6 Analog Radio Channels (Base Stations and Repeaters)

The MCC 5500 Dispatch Console can connect up to 12 analog radio channels to the CES (Figure 2-2).

Analog channels have balanced 600 Ohm interfaced can be configured for 2 or 4-wire.

- ◆ Each DAP II has four Tx/Rx ports and 4 Rx ports
- ◆ Each Tx/Rx port can be a TnRn channel
- ◆ T22R channels use one TxRx port and one Rx port
- ◆ A T44R will use one TxRx port and three Rx ports
- ◆ Each DAP II can support four TnRns or four T22Rs or two T44R
- ◆ A DAP II can also support a combination like one T44R, one T22R and two TnRn channels
- ◆ Analog channels are connected via J4 (TxRx ports) and J6 (Rx and monitor speaker ports)
- ◆ If a GE STAR decoder is connected to the channel the output of the decoder connects to J15 (data)

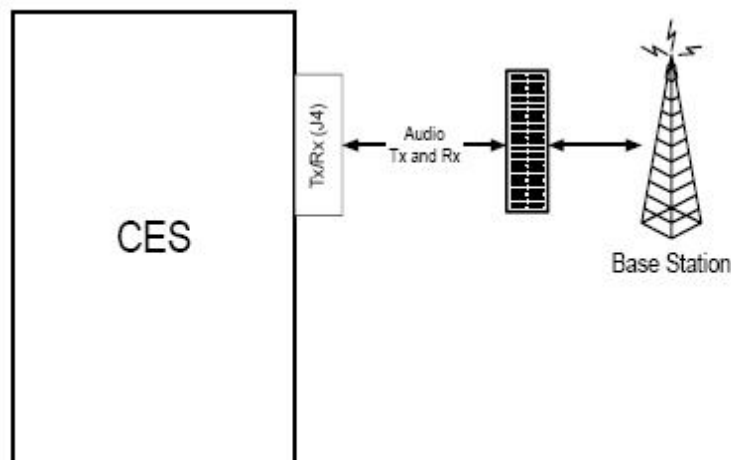


Figure 2-2: Analog Radio Channels

2.3.7 Control Station Equipment with Tone Remote Adapter

The MCC 5500 Dispatch Console can connect up to 12 control station or desktop mobiles through a tone remote adapter to CES connector J4 (Figure 2-3).



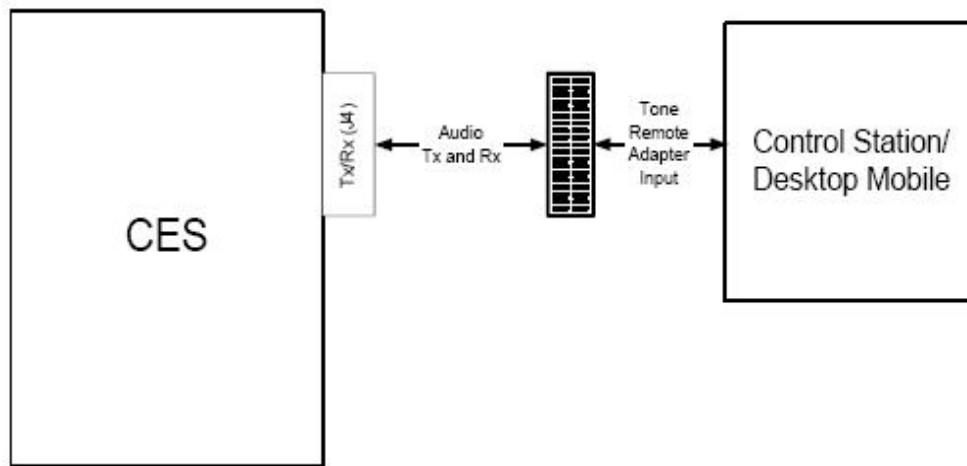


Figure 2-3: Control Station Equipment with Tone Remote Adapter

2.3.8 Digital Interface Unit

The MCC 5500 Dispatch Console can connect up to 12 Digital Interface Units to CES connector J15 (data link). Each DIU corresponds to a radio channel connected to CES connector J4 (audio). ASTRO channels have two interfaces; one four-wire balanced 600 Ohm for audio (J4) and one RS232 for the digital link to the DIU J15.

2.3.9 GE-STAR Decoder

The MCC 5500 Dispatch Console can connect up to 12 GE-STAR decoders to CES connector J15. Each GE-STAR decoder connected corresponds to a radio channel connected to CES Connector J4.

2.3.10 Mobiles

The MCC 5500 Dispatch Console can connect up to 12 mobile radios (with or without digital junction boxes) to CES connectors JM12. Each mobile radio connected corresponds to a radio channel connected to the CES (Figure 2-4).

A digital junction box (L3239 for CDM1550 LS+; L3208 for all other supported mobile radios) is required to share the use of a mobile radio channel with another console system or deskset. Parallel units gain access to the channel by connecting to the digital junction box.

Note: The digital junction box needed to support the MTM700 radio requires software version of the digital junction box to be 3211934-21 or later.



The MCC 5500 Dispatch Console supports communication through a digital junction box that is connected locally or using a leased line modem only. Dial-up modem connection is not supported.

Only one mobile radio channel can be connected to any single digital junction box from any single MCC 5500 Dispatch Console system. If shared access to more than one channel is needed, each channel requires its own digital junction box.

If only one console system (such as an MCC 5500 Dispatch Console system) is connected to a digital junction box, the cables connecting it must not exceed 2,000 feet. If two or more separate console systems (such as an MCC 500 Dispatch Console system and an MC3000 Digital Deskset console) are connected to a digital junction box, the cables connecting to the junction box can be up to 5,000 feet long.



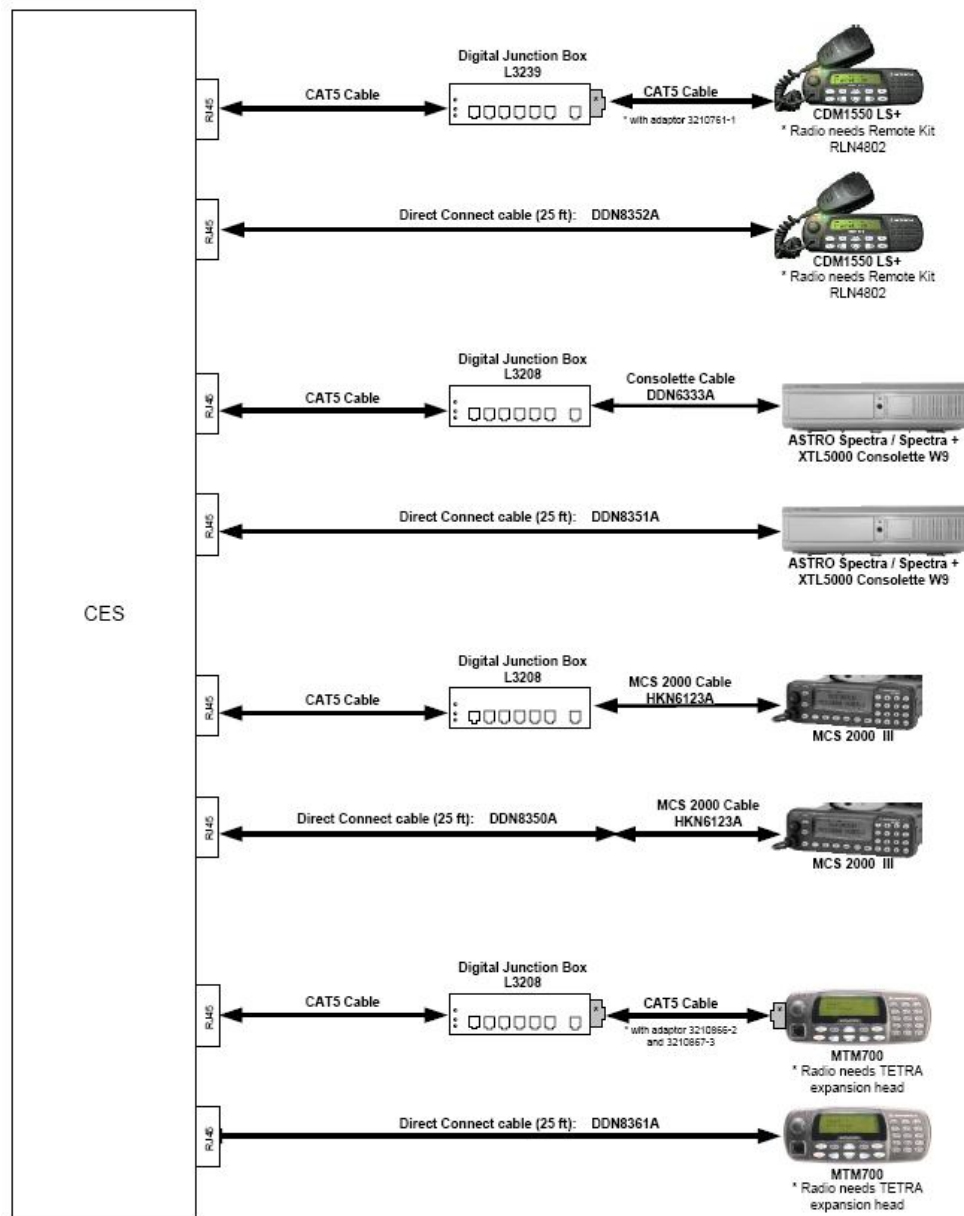


Figure 2-4: Connections

2.3.11 Wireless Trunking Channels

The MCC 5500 Dispatch Console is able to connect to a trunked radio systems using a wireless connection. The wireless connection uses mobile radios as control stations. In most cases, MCC 5500 dispatch operators can access the full set of features supported on the mobile radio unit, but with the mobile radio located where needed for proper RF coverage. Functionality as a wireless console is dependent upon the method of interface and radio.



The main choices of a wireless console interface are:

- ♦ TRC – provides limited functionality within the system
- ♦ Serial Link (ASTRO radios only, W7 model) – provides PTT ID, Emergency Call
- ♦ SB9600 – provides full control of the radio

The following is a list of wireless console interfaces that MCC 5500 currently supports:

- ♦ SMARTNET
- ♦ SmartZone
- ♦ SmartZone OmniLink
- ♦ ASTRO 25 Trunking (Project 25 compliant)
- ♦ PassPort/LTR Trunking
- ♦ Dimetra

2.3.12 Telephone Lines

The MCC 5500 Dispatch Console can connect up to two telephone lines to CES connector J14 (Figure 2-5).

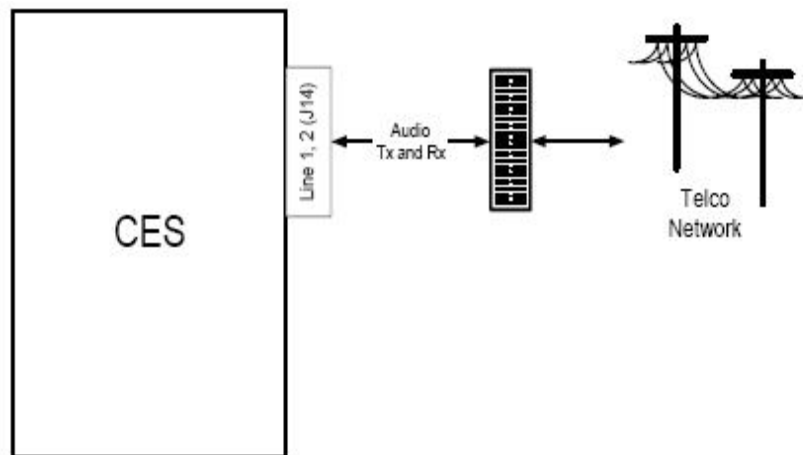


Figure 2-5: Telephone Lines

2.3.13 Relays and Opto-Couplers

The MCC 5500 can connect up to six relays and 12 opto-coupler inputs from each of up to eight I/O modules (an I/O shelf holds up to four I/O modules) on CES connectors J1 and J2 (Figure 2-6).



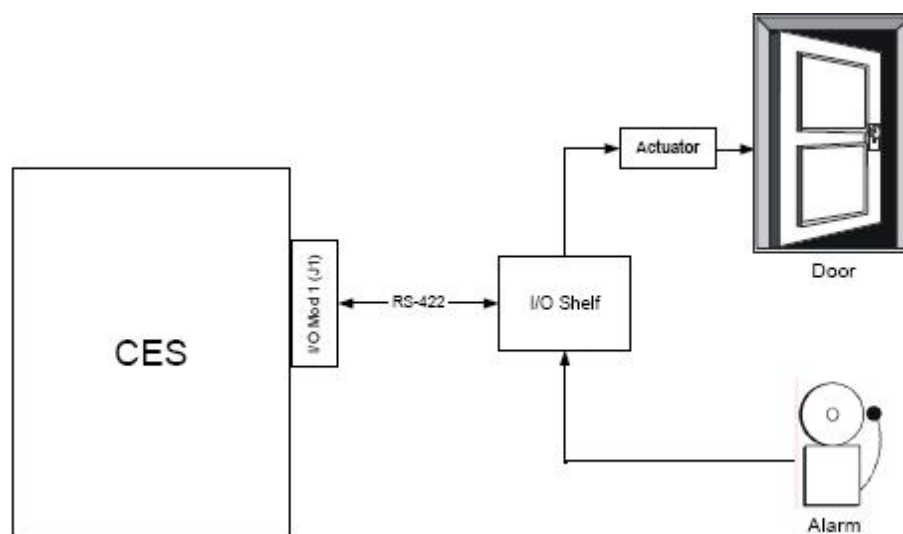


Figure 2-6: Relays and Opto-Couplers

2.3.14 Remote Operator Positions

For remote operation, the CAB can be connected to the CES over a leased line using the Remote Operator Kit. Leased lines must be voice grade four-wire lines with no more than 10dB signal loss. The modems in the Remote Operator Kit are configured for – 10dBm transmit level.

Remote operator positions are supported and require five voice grade circuits or equivalent to provide the following links:

- ◆ Microphone Audio
- ◆ Select Radio Audio
- ◆ Unselect Audio
- ◆ Data (2 circuits)

Monitor speakers and telephone access require additional circuits (2 CO Line Module and Enhanced Call Director).

The data link format is RS232. If analog circuits are being used for the remote link then internal leased line modems can be added to the COP and CAB. If digital circuits are being used then an appropriate multiplexer interface can be used.

2.4 Communications with Telephone Lines

The MCC 5500 Dispatch Console supports the following two forms of telephone interfaces:

- ◆ Two CO Line Module
- ◆ Call Director



2.4.1 Two-CO Line Module

The Two CO Line module (Figure 2-7) adds the capability of interfacing to two telephone lines.



Figure 2-7: Two CO Line Module

Each MCC 5500 Console can support two CO lines each for a maximum of 72 CO lines. Each of the CO lines uses one PCM timeslot on the T3 network when they are configured as sharable.

The CES interfaces directly with analog loop start telephone lines via the two CO modules located on the COP, each module supports two lines. Internally digital audio switching routes the audio through the system. An MCC 5500 Dispatch Console dispatcher is able to communicate with any CO line, regardless of which shelf in the system the module is located. If required, CO lines can be defined as private and only the Dispatcher taking or placing the call will have access to the line. The two CO line module is an option to the CES.

Features available through this interface are:

- ◆ Caller ID*
- ◆ Flash Hook
- ◆ Hold
- ◆ DTMF dialing
- ◆ Assisted transfer between dispatchers



If City of Alvin has Basic Caller ID service through the telephone company, one line of text (number only) will be displayed. If City of Alvin has Enhanced Caller ID service, the first 16 characters of the subscriber name are displayed.

2.4.2 Call Director

Each dispatch position has a Call Director port that can be used to interface to external telephone equipment. This port consists of a four-wire, 600 Ohm audio or carbon headset interface connection with off-hook sense and jack sense. This port is designed to be connected to an external telephone switch and is located on the CAB.

2.5 Time Synchronization

The MCC 5500 Dispatch Console offers two options for setting a source for date and time updates.

- ◆ The CSDM PC using a local area network (LAN)
- ◆ An external clock (WWVB or GPS receiver)

The purpose of the selected clock source is to ensure that the time between all entries in the MCC 5500 Dispatch Console is synchronized to the same time.

The CSDM is straightforward: the CSDM computer provides the reference for time. The external source can be a NetClock 2 (format 1) device that is connected to any of the CES shelves, with the connection being defined during configuration.

Note: If the MCC 5500 Dispatch Console computers are on a network with a Domain Controller, they will automatically update their date and time from the Domain Controller. Trying to synchronize the Console computer to an external clock under these circumstances can cause conflicts between the network time and the external clock. If City of Alvin wants an external clock source when they are networked with a Domain Controller, they should connect the external clock to the network instead of the MCC 5500 Dispatch Console system. In this case, the external clock must be NTP-compatible.

If the time synchronization is to be taken from the LAN, the CSDM is defined as the synchronization source (CSDM must therefore be connected to the LAN).

2.6 Summary

Motorola is providing a conventional system for City of Alvin. Motorola has designed this system to enhance voice communications for City of Alvin, providing users with effective and reliable communication.





Section 3. Acceptance Test Plan (ATP)

A draft Acceptance Test Plan (ATP) is attached for your reference. Upon project award, Motorola will work with the City of Alvin to customize the test plan to more accurately represent the system purchased, and the City's radio resources to be interfaced with by the system.



Section 4. Service / Warranty



Section 5. Equipment List

This section lists the equipment necessary for the proposed solution, if appropriate the list may be attached.



Section 6. Pricing

Motorola is pleased to provide the following equipment and services in accordance with “H-GAC Contract #RA01-08” to the City of Alvin:

○ Console Equipment Price	\$ 101,109.98
○ Subscriber Radios (Good till 5/24/11)	\$ 874,973.80
○ Installation / Service Price	\$ 46,714.00
○	
Total System Price	\$1,022,797.78



Section 7. Contractual Documentation

Communications System Agreement

Motorola, Inc. ("Motorola") and City of Alvin enter into this "Agreement," pursuant to which City of Alvin will purchase and Motorola will sell the System, as described below. Motorola and City of Alvin may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description"
C-2	"Equipment List"
C-3	"Statement of Work"
C-4	"Acceptance Test Plan" or "ATP"
C-5	"Project Timeline"
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when City of Alvin first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act

of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.

2.5. "Effective Date" means that date upon which the last Party executes this Agreement.

2.6. "Equipment" means the equipment that City of Alvin purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.10. "Non-Motorola Software" means Software that another party owns.

2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.14. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.



Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. City of Alvin will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, City of Alvin may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send City of Alvin an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, City of Alvin may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If City of Alvin wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If City of Alvin wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to City of Alvin solely in accordance with the Software License Agreement. City of Alvin hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to City of Alvin in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may



include Open Source Software. All Open Source Software is licensed to City of Alvin in accordance with, and City of Alvin agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by City of Alvin, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to City of Alvin a copy of the applicable standard license (or specify where that license may be found); and provide to City of Alvin a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to City of Alvin, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the City of Alvin. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), City of Alvin has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. City of Alvin may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services City of Alvin is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after City of Alvin delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, City of Alvin authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$1,022,797.78**. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to City of Alvin according to the Payment Schedule. Except for a payment that is due on the Effective Date, City of Alvin will make payments to Motorola within twenty (20) days after the date of each invoice. City of Alvin will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to City of Alvin upon shipment. Title to Software will not pass to City of Alvin at any time. Risk of loss will pass to City of Alvin upon delivery of the Equipment to the City of Alvin. Motorola will pack and ship all Equipment in accordance with good commercial practices.



INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the City of Alvin at the following address:_____

The city which is the ultimate destination where the Equipment will be delivered to City of Alvin is:_____

The Equipment will be shipped to the City of Alvin at the following address (insert if this information is known):_____

City of Alvin may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, City of Alvin will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist City of Alvin in the local building permit process.

6.2. SITE CONDITIONS. City of Alvin will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, City of Alvin will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise City of Alvin of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to City of Alvin will be described in the Statement of Work. City of Alvin will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because City of Alvin reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.



Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to City of Alvin at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If City of Alvin believes the System has failed the completed Acceptance Tests, City of Alvin will provide to Motorola a written notice that includes the specific details of the failure. If City of Alvin does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. City of Alvin acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if City of Alvin begins using the System before System Acceptance. Therefore, City of Alvin will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, City of Alvin assumes responsibility for the use and operation of the System.

8.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or City of Alvin changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within City of Alvin's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the



Motorola Software by events or causes within City of Alvin's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; City of Alvin's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, City of Alvin must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to City of Alvin) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice City of Alvin for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CITY OF ALVIN. If City of Alvin (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for



additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by City of Alvin for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If City of Alvin is the defaulting Party, Motorola may stop work on the project until it approves the City of Alvin's cure plan.



12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If City of Alvin is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, City of Alvin may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. City of Alvin will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold City of Alvin harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against City of Alvin to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if City of Alvin gives Motorola prompt, written notice of any the claim or suit. City of Alvin will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of City of Alvin from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CITY OF ALVIN.** City of Alvin will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of City of Alvin, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives City of Alvin prompt, written notice of any the claim or suit. Motorola will cooperate with City of Alvin in its defense or settlement of the claim or suit. This section sets forth the full extent of City of Alvin's general indemnification of Motorola from liabilities that are in any way related to City of Alvin's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against City of Alvin to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: City of Alvin promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and City of Alvin providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against City of Alvin by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for City of Alvin the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant City of Alvin a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b)



the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with City of Alvin's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by City of Alvin to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to City of Alvin extend in any way to royalties payable on a per use basis or the City of Alvin's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from City of Alvin from sales or license of the infringing Product.

13.3.4. This Section 13 provides City of Alvin's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. City of Alvin has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.



15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City of Alvin the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to City of Alvin any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to City of Alvin, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. City of Alvin will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by City of Alvin except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to City of Alvin and City of Alvin will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. City of Alvin will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of City of Alvin. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.



16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any City of Alvin purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc.

Attn: _____

City of Alvin

Attn: _____

fax: _____

fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. City of Alvin will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist City of Alvin in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of City of Alvin in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

City of Alvin

By: _____

By: _____

Name: _____

Name: _____



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subject to the restrictions on the title page

City of Alvin
MCC 5500 Console
April 26, 2011

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and **City of Alvin** ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.



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City of Alvin
MCC 5500 Console
April 26, 2011

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other



device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.



6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided that* Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS



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subject to the restrictions on the title page

City of Alvin
MCC 5500 Console
April 26, 2011

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts



for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Exhibit B

Payment Schedule

1. 20%, \$204,559.54 Purchase Order to Motorola with signed contract on or before May 24, 2011
2. 60%, \$613,678.62 Purchase Order upon receipt of all equipment (typically 30 days after contract execution)
3. 10%, \$102,279.78 Purchase Order upon installation of defined hardware
4. 10%, \$102,279.83 Purchase Order upon system acceptance



Exhibit E

System Acceptance Certificate

City of Alvin Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and City of Alvin acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

City of Alvin Representative: Motorola Representative:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and City of Alvin has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

City of Alvin Representative: Motorola Representative:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____





Section 8. Our Commitment

Motorola products are growing and changing, as they have over the years, and Motorola's drive for excellence has strengthened and intensified. From the five-pound Handie-Talkie™ radio to the lightweight models of today, Motorola has been the leading provider of two-way radio services to public safety, government, transportation, utility, and manufacturing enterprises. Motorola changed the way the world communicates, from the introduction of the DynaTAC cell phone in 1983 to today's sleek handsets and innovative technology for mobile telephone service. It is also a key supplier of integrated systems for automobiles, portable electronic devices, and industrial equipment.

Throughout its history, Motorola has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.

Upon request, your Motorola account executive can provide a proposal tailored to meet your total solution needs.